

PROPERTY ACQUISITION AGREEMENT
AND ESCROW INSTRUCTIONS

by and between

COUNTY OF

as Seller

and the

DEPARTMENT OF CORRECTIONS AND REHABILITATION
OF THE STATE OF CALIFORNIA
as Purchaser

Dated as of _____, 201__

Agency:
Project:
DGS Parcel No.:
Parcels:
County:

PROPERTY ACQUISITION AGREEMENT AND ESCROW INSTRUCTIONS

THIS PROPERTY ACQUISITION AGREEMENT AND ESCROW INSTRUCTIONS (this "Agreement"), is dated as of _____, 201__, and is by and between the COUNTY OF _____, a political subdivision of the State of California (the "Seller"), and the DEPARTMENT OF CORRECTIONS AND REHABILITATION OF THE STATE OF CALIFORNIA (the "Purchaser"). The Seller and Purchaser are hereafter collectively referred to as the "Parties" and each individually as a "Party".

RECITALS

- A. Seller is the owner of fee title to the Property.
- B. Seller, as Optionor, and Purchaser, as Optionee, entered into that certain Irrevocable Option Agreement to Purchase and Sell Real Property and Escrow Instructions ("Option Agreement") for the purpose of allowing Purchaser to conduct site investigation and real estate due diligence activities preliminary to acquisition of the Property ("Due Diligence Review") to locate, construct, establish and operate a secure community reentry facility (an "SCRF") on the Property as provided in AB 900 and its implementing legislation.
- C. Purchaser has completed the Due Diligence Review and has determined that the Property is a Buildable Site and Purchaser has exercised the Option further to the terms and conditions in the Option Agreement for the purpose of purchasing the Property from Seller based on the terms and conditions contained in the Option Agreement.
- D. Purchaser has obtained all governmental approvals necessary to enter into this Agreement, including, but not limited to, the authorization of the State Public Works Board of the State of California and the approval of the Department of General Services of the State of California.
- E. Seller and Purchaser now desire to enter into this Agreement to consummate the purchase and sale of the Property as provided in Section 5.1 of the Option Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement, defined terms shall have the following meanings.

(a) “AB 900” means the Public Safety and Offender Rehabilitation Services Act of 2007 added by Chapter 7 of Statutes of 2007, as amended.

(b) “Agreement” has the meaning given such term in the preamble, including all Exhibits.

(c) “Buildable Site” is a determination by Optionee, in its sole and absolute discretion, that the Property is suitable for the construction and operation of an SCRF.

(d) “Business Day” means every day other than Saturdays, Sundays, all days observed by the federal or California government as legal holidays and all days on which commercial banks in California are required by law to be closed.

(e) “Closing” means the consummation of the transactions described in Article III of this Agreement.

(f) “Closing Date” has the meaning given to such term in Section 3.1 of this Agreement.

(g) “Close of Escrow” has the meaning given to such term in Section 3.1 of this Agreement.

(h) “Due Diligence Review” has the meaning given to such term in the Recitals.

(i) “Environmental Law(s)” has the meaning given to such term in Section 7.2 of this Agreement.

(j) “Exercise of Option” has the meaning given to such term in Section 3.5 of the Option Agreement.

(k) “Escrow Agent” means the Title Company at the location identified in Article 12 of this Agreement.

(l) “Grant Deed” means a warranty deed in the form of Exhibit A attached hereto and incorporated herein by this reference for all purposes, conveying marketable and indefeasible fee simple title in the Property to Purchaser, subject to no exceptions other than the Permitted Exceptions.

(m) “Hazardous Material(s)” has the meaning given to such term in Section 5.2

(n) “Notice of Exercise of Option” means the notice delivered by Purchaser, as Optionee, to Seller, as Optionor, pursuant to Section 3.5 of the Option Agreement.

(o) “Option” means the Option to purchase the Property granted to Optionee by Optionor under Section 3.1 of the Option Agreement.

(p) “Option Agreement” means the Irrevocable Option Agreement to Purchase and Sell Real Property and Escrow Instruction dated as of _____, 201__ and entered into by and between Seller, as Optionor, and Purchaser, as Optionee, wherein Optionor has granted to Optionee an option to purchase the Property, which is incorporated herein by this reference.

(q) “Optionee” has the meaning given such term in the preamble to the Option Agreement.

(r) “Option Fee” has the meaning given such term in Section 2.1 of the Option Agreement.

(s) “Optionor” has the meaning given such term in the preamble to the Option Agreement.

(t) “Parties” has the meaning given such term in the preamble to this Agreement.

(u) “Party” has the meaning given such term in the preamble to this Agreement.

(v) “Permitted Exceptions” has the meaning given to such term in Section 7.2 of the Option Agreement.

(w) “Property” means the tracts of land described in Exhibit B, together with all easements, interests, rights, benefits and privileges, if any, benefiting the land, and all the rights and appurtenances pertaining to the land and easements, including any right, title and interest of Seller in its capacity as the owner of a fee simple interest title and other rights of possession to roads, alleys, or rights-of-way, together with all rights of ingress and egress onto the land and together with any and all oil, gas and minerals lying under, in, on or about, or constituting a part of the land (regardless of whether or not such minerals are considered a part of the surface estate or a part of the mineral estate).

(x) “Purchase Price” has the meaning given such term in Section 3.4 of the Option Agreement

(y) “Purchaser’s knowledge” has the meaning given such term in Section 4.2 of this Agreement.

(z) “Purchaser’s Title Commitment” means a commitment for the issuance to Purchaser, of the Purchaser’s Title Policy in the amount of the Purchase Price as described in Section 7.3 of the Option Agreement

(aa) “Purchaser’s Title Policy” means an ALTA or CLTA owner’s title policy (6/17/06) in the amount of the Purchase Price and dated and issued in conformity with the Purchaser’s Title Commitment by the Title Company concurrently with the recordation of the Grant Deed as described in Section 7.3 of the Option Agreement.

(bb) “Purchaser” has the meaning given to such term in the preamble to this Agreement.

(cc) “SCRF” has the meaning given such term in the Recitals to this Agreement.

(dd) “Seller” has the meaning given to such term in the preamble to this Agreement.

(ee) “Seller’s knowledge” has the meaning given to such phrase in Section 4.1 of this Agreement.

(ff) “Siting Agreement” means the Reentry Program Facility Siting Agreement by and between the Parties dated _____, 200_ and attached as Exhibit E to the Option Agreement.

(gg) “SPWB” shall mean the State Public Works Board of the State of California, an entity of state government of the State of California.

(hh) “Title Company” means the title company identified in the Option Agreement.

ARTICLE II PURCHASE AND SALE; PAYMENT OF THE PURCHASE PRICE

Section 2.1. Purchase and Sale. Subject to the terms, conditions and provisions set forth in this Agreement, on the Closing Date: (a) Seller shall transfer or cause to be transferred all of Seller’s right, title and interest in the Property to Purchaser and (b) Purchaser shall pay the Purchase Price to Seller as provided herein.

Section 2.2. Payment of the Purchase Price. The Purchase Price is payable by Purchaser to Seller at the Close of Escrow.

ARTICLE III CLOSING

Section 3.1. Closing. The Close of Escrow shall occur no later than the date that is sixty (60) days following delivery of the Notice of Exercise of Option (“Closing Date”). The Escrow Agent shall close escrow by: (i) causing the Grant Deed to be recorded in the official records of _____, County, California; and (ii) concurrently dating and issuing the Purchaser’s Title Policy to Purchaser (“Close of Escrow”). The Purchaser’s Title Policy shall be delivered to Purchaser by Escrow Agent within three (3) business days of the Closing of Escrow. Possession

of the Property shall be delivered to Purchaser at the Close of Escrow. This Agreement shall serve as escrow instructions to the Escrow Agent for consummation of the transaction contemplated hereby. Seller and Purchaser agree to execute such reasonable additional and supplementary escrow instructions as may be appropriate to enable the Escrow Agent to comply with the terms of this Agreement.

Section 3.2. Seller's Closing Items. Prior to the Closing Date, Seller agrees to execute, deliver and deposit with Escrow Agent, or cause to be executed, delivered and deposit with Escrow Agent, the following:

(a) one (1) duly executed counterpart of the Grant Deed within fifty (50) days of delivery of the Notice of Exercise of Option;

(b) such evidence of Seller's authority to consummate the transactions contemplated by this Agreement as may reasonably be required to enable the Title Company to issue the Purchaser's Title Policy without exception regarding Seller's authorization and authority and as may be reasonably necessary to assure Purchaser that Seller has authority to execute and deliver the Grant Deed; and

(c) such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions that are the subject of this Agreement.

Section 3.3. Purchaser's Closing Items. Prior to the Closing Date, Purchaser agrees to execute, deliver and deposit with the Escrow Agent, or cause to be executed, delivered and deposited with the Escrow Agent, the following:

(a) the Purchase Price, net of the Option Fee (for which Purchaser shall receive a credit against the Purchase Price);

(b) such evidence of Purchaser's authority to consummate the transactions contemplated by this Agreement as may reasonably be required by Title Company and as may be reasonably necessary to assure Seller that SPWB has authority to accept the Grant Deed; and

(c) such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions that are the subject of this Agreement.

Section 3.4. Title Insurance Costs; Escrow Costs. The costs of the title premium for the issuance by the Title Company of the Purchaser's Title Policy shall be paid by Purchaser at Close of Escrow. Seller shall pay (i) one-half of Escrow Agent's escrow fees and (ii) all escrow and title cancellation/termination fees and costs resulting from Seller's breach or failure to perform hereunder. Purchaser shall pay (i) one-half of Escrow Agent's escrow fees and (ii) all escrow and title cancellation/termination fees and costs resulting from Purchaser's breach or failure to perform hereunder.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

Section 4.1. Seller's Representations and Warranties. Prior to Close of Escrow, Seller shall deliver a certification that to the best of Seller's knowledge, the representations and warranties made by Seller as Optionor in the Option Agreement are true and correct as of the Close of Escrow. As used herein, the phrase "Seller's knowledge", means the actual (not constructive or imputed) personal knowledge of the management employees of Seller with knowledge of the Property.

Section 4.2. Purchaser's Representations and Warranties. Prior to Close of Escrow, Purchaser shall deliver a certification that to the best of Purchaser's knowledge, the representations and warranties made by Purchaser as Optionee in the Option Agreement are true, accurate and correct as of the Close of Escrow. As used herein, the phrase "Purchaser's knowledge", means the actual (not constructive or imputed) personal knowledge of the management employees of Purchaser with knowledge of the Property.

ARTICLE V INDEMNIFICATION

Section 5.1. Indemnification. Seller agrees, at its sole cost and expense, to indemnify, protect, defend and hold harmless Purchaser, SPWB and DGS, and their respective officers, employees and agents (collectively "Seller Indemnified Parties"), from and against any and all claims (including, without limitation, personal injury and consequential damages claims), demands, damages, losses, liabilities, obligations, penalties, fines, actions, cause of action, judgments, suits, proceedings, costs and expenses (including, without limitation, attorneys' fees, court costs, administrative procedural costs and experts' fees) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against Seller Indemnified Parties relating to or arising from (i) the use of the Property on or before the close of Escrow by Seller or any third party, including, without limitation, any invitee or licensee of Seller, and (ii) Seller's breach of any of the obligations, representations or warranties of Seller under this Agreement.

Section 5.2. Hazard Material Indemnification. Seller agrees, at its sole cost and expense, to indemnify, protect, defend and hold harmless Purchaser and its officers, employees and from and against any and all claims (including, without limitation, personal injury and consequential damages claims), demands, damages, losses, liabilities, obligations, penalties, fines, actions, cause of action, judgments, suits, proceedings, costs and expenses (including, without limitation, attorneys' fees, court costs, administrative procedural costs and experts' fees) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, Purchaser or any other Seller Indemnified Party relating to or arising from (i) the presence, use, handling, generation, storage, release or disposal of Hazardous Materials by Seller or any prior owner or operator on, under or about the Property; (ii) the cost of any required or necessary remediation, repair, cleanup or detoxification and the preparation of required plans as a result of the presence, use, generation, storage, release, threatened release or disposal of Hazardous Materials by any person on the Property prior to transfer of title thereto to Purchaser, whether or not such remedial action is required or necessary prior to or following

transfer of title to Property to Purchaser; (iii) the use on or before the Close of Escrow of the Property by Seller or any third party, including, without limitation, any invitee or licensee of Seller; (iv) the violation of any federal, state or local law, ordinance or regulation, occurring or allegedly occurring with respect to the Property prior to the transfer of title to the Property to Purchaser; and (v) Seller's breach of any of the obligations, representations or warranties of Seller under this Agreement. "Hazardous Material(s)" means any substance which is designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, toxic substance, nuisance, pollutant or contaminant under any Environmental Laws, as currently in effect or as hereafter amended or enacted, and any chemical, substance, material, constituent, controlled substance, object, condition, waste, living organisms or combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosiveness, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, petroleum hydrocarbons and petroleum products, lead, asbestos, radon, polychlorinated biphenyls (PCBs), volatile organic compounds (VOCs), metals and all of those chemicals, substances, materials, constituents, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Laws based upon, directly or indirectly, such properties or effects. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., the Clean Water Act, 33 U.S.C. sections 1251 et seq., the California Health & Safety Code, as said laws have been, or may in the future be, supplemented or amended, the regulations promulgated or to be promulgated in the future pursuant to said laws, and any other federal, state or local law, statute, rule, regulation, ordinance, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement which regulates, proscribes or otherwise relates to pollution, the protection of human health and safety or the environment. The indemnities in this section shall survive the transfer of title to Purchaser in perpetuity.

ARTICLE VI CONDEMNATION; DAMAGE AND DESTRUCTION

Section 6.1. Condemnation. If prior to Close of Escrow, a material portion of the Property is taken by eminent domain (or an action of eminent domain has been commenced against all or any portion of the Property), upon Seller's receipt of notice thereof Seller shall promptly notify Purchaser of such fact, and Purchaser shall have the option to terminate this Agreement upon notice to Seller given not later than ten (10) days after Purchaser's receipt of Seller's notice. If Purchaser elects to terminate this Agreement, all funds and documents deposited into escrow by or on behalf of Purchaser shall be returned to Purchaser. If Purchaser does not exercise such option to terminate this Agreement, Seller shall assign to Purchaser at the Close of Escrow, and Purchaser shall be entitled to negotiate for, receive, and keep, all awards, and rights to receive future awards, for such taking by eminent domain, and the transaction contemplated by this Agreement shall be consummated pursuant to the terms hereof, without any reduction of the Purchase Price.

Section 6.2. Effect of Damage or Destruction. If prior to Close of Escrow, a material portion of the Property is damaged or destroyed by fire or other casualty, Seller shall promptly notify Purchaser of such fact, and Purchaser shall have the option to terminate this Agreement upon notice to Seller given not later than ten (10) days after Purchaser's receipt of Seller's notice. If Purchaser elects to terminate this Agreement, all funds and documents deposited into escrow by or on behalf of Purchaser shall be returned to Purchaser. If Purchaser does not exercise such option to terminate this Agreement, Seller shall assign to Purchaser at the Close of Escrow, all of Seller's rights under any insurance policy covering the damage or loss, and all claims for money payable from Seller's insurer(s) in connection with the damage or loss, and pay to Purchaser at Close of Escrow the amount of Seller's deductible under the insurance policy or policies covering the damage or loss.

ARTICLE VII DEFAULT BY SELLER

Section 7.1. Remedies. If Seller fails to perform in a timely manner any obligation under this Agreement, Purchaser shall be entitled to the remedies for breach of contract that are available under applicable law, including without limitation, the remedy of specific performance.

ARTICLE VIII NOTICE

Section 8.1. Notice. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Article, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (i) upon receipt when hand delivered during normal business hours (provided that, notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (ii) upon receipt when sent by facsimile to the number set forth below (provided that, notices given by facsimile shall not be effective unless the sending party delivers the notice also by one other method permitted under this Article; (iii) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery), except in the case of exercise of the Option, which shall be effective when deposited in the mail; or done (1) Business Day after the notice has been deposited with either Golden State Overnight, FedEx or United Parcel Service to be delivered by overnight delivery (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

If to Seller: County of _____

Attention: _____

With copies to: _____

Attention: _____

If to Purchaser: Department of Corrections and
Rehabilitation

Attention: _____

With copies to: State Public Works Board

Attention: _____

Department of General Service

Attention: _____

If to Escrow Agent: _____ Title Insurance Company

Attention: _____

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this Article, and that any person to be given notice actually receives such notice. Any notice to a party which is required to be given to multiple addresses shall only be deemed to have been delivered when all of the notices to that party have been delivered pursuant to this Article. If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-Business Day shall be deemed delivered on the next business day. A party may change or supplement the addresses given above, or designate additional addressees, for purposes of this Article, by delivering to the other party written notice in the manner set forth above.

ARTICLE IX
REAL ESTATE COMMISSION

Section 9.1. No Real Estate Commission. Each Party hereby represents and warrants to the other Party that it has retained no broker or other party to whom a commission or finder's fee is due with respect to the transactions contemplated hereby.

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 10.1. Entire Agreement. This Agreement shall constitute the entire understanding and agreement of the Parties hereto regarding the purchase and sale of the Property, and all prior agreements, understandings, representations or negotiations are hereby superseded, terminated and canceled in their entirety, and are of no further force or effect, including, but not limited to the Siting Agreement by and between the Parties dated _____, 201__; provided, however, nothing in this section shall supersede, terminate or cancel the provisions in the Siting Agreement concerning the establishment of an SCRF on sites other than the Property.

Section 10.2. Assignment. Seller shall have the right to assign its interest under this Agreement at any time prior to the Close of Escrow; provided, however, that any valid assignment shall not relieve Seller from the performance of its duties and obligations, or of its representations and warranties, hereunder. Written notice of any intended assignment by either Party shall be given to the other Party thirty (30) days prior to the effective date of assignment.

Section 10.3. Attorneys' Fees. If either Party incurs attorneys' fees in order to enforce, defend, or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other party, the prevailing party, whether by suit, arbitration or court action shall be entitled to recover reasonable attorneys' fees, expert witnesses' fees, and costs of suit from the other Party.

Section 10.4. Calculation of Time. Under this Agreement, when the day upon which performance would otherwise be required or permitted is a Saturday, Sunday or holiday, then the time for performance shall be extended to the next day which is not a Saturday, Sunday or holiday. The term "holiday" shall mean all and only those State holidays specified in Sections 6700 and 7701 of the California Government Code.

Section 10.5. Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.

Section 10.6. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any provision of this Agreement.

Section 10.7. Amendments. This Agreement may not be modified or amended except in writing by the Parties.

Section 10.8. Applicable Law. The Parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The Parties hereto expressly agree that this Agreement shall in all respects be governed by the laws of the State of California.

Section 10.9. Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present statute, law, ordinance or regulation as to which the Parties have no legal right to contract, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.

Section 10.10. Separate Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.

Section 10.11. Captions, Number and Gender. The captions appearing at the commencement of the paragraphs, subparagraphs and sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the article, paragraph or subparagraph at the head of which it appears the article, paragraph or subparagraph and not the caption shall control and govern the construction of this Agreement. In this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so requires.

Section 10.12. Survival. All terms and conditions in this Agreement, which represent continuing obligations and duties of the Parties, that have not been satisfied prior to Close of Escrow shall survive Close of Escrow and transfer of title to Purchaser and shall continue to be binding on the respective obligated party in accordance with their terms. All representations and warranties and statements made by the respective parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Close of Escrow, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Close of Escrow, or, to the extent the context requires, beyond any termination of this Agreement. The right to indemnification, reimbursement or other remedy based upon such representations, warranties and obligations shall not be affected by any investigation (including any environmental investigation or assessment) conducted with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Close of Escrow, with respect to the accuracy or inaccuracy of or compliance with any such representation, warranty or obligation. The waiver of any condition based upon the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, reimbursement or other remedy based upon such representations, warranties and obligations.

Section 10.13. Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of Seller or Purchaser shall be personally liable in the event of any default or breach hereunder by either Party.

Section 10.14. Further Action. Each party hereto shall, before the Close of Escrow, duly execute and deliver such papers, documents and instruments and perform all acts reasonably necessary or proper to carry out and effectuate the terms of this Agreement.

Section 10.15. Facsimile Signatures. Facsimile signatures shall not be accepted unless prior agreement is obtained in writing by both Parties. If agreed that facsimile signatures are acceptable, they will be treated as original signatures; however, in no instance shall facsimile signatures be accepted on any document to be recorded. Such documents must bear original signatures.

Section 10.16. Exhibits. The following Exhibits are attached to this Agreement and incorporated by reference herein.

Exhibit A. Grant Deed with attached Certificate of Acceptance

Exhibit B: Property Description

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the PARTIES have executed this Agreement.

SELLER

COUNTY OF _____,
a political subdivision of the State of California

By: _____
Name: _____
Title: _____

Date: _____

PURCHASER:

DEPARTMENT OF CORRECTIONS AND
REHABILITATION OF THE STATE OF
CALIFORNIA

By: _____
Name: _____
Title: _____

Date: _____

AUTHORIZED:

STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

By: _____
Name: _____
Title: _____

Date: _____

APPROVED:

DEPARTMENT OF GENERAL SERVICES OF
THE STATE OF CALIFORNIA

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT A

Form of Grant Deed

WHEN RECORDED MAIL TO:

Department of Corrections and Rehabilitation

Attn: _____

with a copy to:

State Public Works Board

Attn: _____

OFFICIAL STATE BUSINESS—EXEMPT FROM
RECORDING FEES PURSUANT TO GOV'T CODE
SECTION 27383 AND DOCUMENTARY TRANSFER
TAX PURSUANT TO REVENUE AND TAXATION
CODE SECTION 11922

(Space above this line is for recorder's use)

GRANT DEED

Agency:

Project:

DGS Parcel No.:

APN(S): _____, County of _____

COUNTY OF _____, a political subdivision of the State of California, hereby grants to THE STATE OF CALIFORNIA, on behalf of THE DEPARTMENT OF CORRECTIONS AND REHABILITATION OF THE STATE OF CALIFORNIA, that certain real property (the "Property") situated in the State of California, County of _____, described in Exhibit "A" attached hereto and incorporated by reference, together with all easements, hereditaments, appurtenances thereto and matters of public record on the date of recordation hereof.

Dated: _____, 200__

ATTEST:

GRANTOR:

COUNTY OF _____, a political
subdivision of the State of California

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Exhibit A-1

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

CERTIFICATE OF ACCEPTANCE

Agency: _____

Project: _____

DGS Parcel No.: _____

Parcels: _____

County: _____

This is to certify that, pursuant to Sections 27281 and 15850 of the California Government Code, the interest in real property conveyed by the Grant Deed dated _____, 200__ from the County of _____, a Political Subdivision of the State of California to the State Of California on behalf of The Department Of Corrections And Rehabilitation Of The State Of California is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority conferred by said Board duly adopted on _____ and the Board consents to the recordation thereof by its duly authorized officer.

Note to Recorder: If this certificate is for a correction deed, all corrections and/or changes to the previously recorded deed must be reviewed and accepted by the State prior to recording a correction deed. All correction deeds require a new Certificate of Acceptance dated subsequent to recordation of the original deed or the most recent correction deed if any.

ACCEPTED

STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

By: _____
Name: _____
Title: _____

Date: _____

APPROVED

DEPARTMENT OF CORRECTIONS AND
REHABILITATION OF THE STATE OF
CALIFORNIA

By: _____
Name: _____
Title: _____

Date: _____

APPROVED

DEPARTMENT OF GENERAL SERVICES OF
THE STATE OF CALIFORNIA

By: _____
Name: _____
Title: _____

Date: _____

State of California)
)
County of _____)

On _____ before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Notary Seal)

EXHIBIT “B”
“Property”

All that certain real property situated in the County of _____, State of California,
described as follows:

Exhibit B-1

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